CONSENT AGREEMENT

This Consent Agreement is entered into as of Sept. 1, 1995, by and between Whole Earth Lectronic Link, a California corporation, 1750 Bridgeway, Suite 201, Sausalito, California 94965 ("The WELL"), and Point Foundation, Inc., a California non-profit organization, 27 Gate Five Road, Sausalito, California 94965.

The WELL has filed with the United States Patent and Trademark Office a Trademark Application to federally register the WHOLE EARTH NETWORK mark in connection with "services in the nature of providing others with access to the Internet."

Point Foundation has filed with the Patent and Trademark Office trademark applications to register the marks listed on Exhibit A.

The acquirors of The WELL entered into the attached Stock Purchase Agreement, (Exhibit B) with Point Foundation on December 3, 1993, agreeing not to compete in their respective businesses.

The WELL is primarily engaged in the business of providing on-line services for local, national and global information networks (including, without limitation, providing access to networks and support and training for users of networks, as well as related goods and services) and, in connection therewith, uses the mark WHOLE EARTH NETWORK.

Point Foundation is primarily engaged in the business of publishing and distributing printed publications in a wide range of fields, including, but not limited to, the environment, health, communications, sustainability, whole systems and culture for adults and children (including, without limitation, magazines and catalogs, as well as related goods and services) and,

in connection therewith, uses the marks WHOLE EARTH CATALOG and WHOLE EARTH REVIEW;

The WELL and Point Foundation desire to enter into this Agreement to acknowledge their belief and agreement that their respective marks can peacefully co-exist because there is no likelihood of confusion between their respective marks.

1. The WELL has carefully reviewed and considered the mark and agrees that the WHOLE EARTH CATALOG mark, as used in connection with Point Foundation's business and related goods and services, is not likely to be confused with the WHOLE EARTH NETWORK mark, as used in connection with The WELL'S business and related goods and services due to the differences between the marks themselves, the overall commercial impression of the marks, and the parties' respective businesses, marketing channels, and products and services.

2. Point Foundation has carefully reviewed and considered the mark and agrees that the WHOLE EARTH NETWORK mark, as used in connection with The WELL's business and related goods and services, is not likely to be confused with the WHOLE EARTH CATALOG mark, as used in connection with Point Foundation's business due to the differences between the marks themselves, the overall commercial impression of the marks, and the parties' respective businesses, marketing channels, and products and services.

3. The WELL agrees that it will not object to, oppose, cancel or otherwise challenge Point's ownership, use and/or registration of the marks WHOLE EARTH CATALOG or WHOLE EARTH REVIEW or any other mark containing the phrase WHOLE EARTH, provided that such use and/or

registration is not in breach of this Agreement or the Stock Purchase Agreement.

4. Point agrees that it will not object to, oppose, cancel or otherwise challenge The WELL's ownership, use and/or registration of the WHOLE EARTH NETWORK mark, or any mark containing the phrase WHOLE EARTH, provided that such use and/or registration is not in breach of this Agreement or the Stock Purchase Agreement.

5. The parties agree that they will cooperate with one another so as to avoid confusion of the public in the future in connection with their uses of their respective marks and neither party shall use its respective marks in a manner that indicates or suggests that such party is owned by, a part of or otherwise sponsored by or affiliated with the other party.

6. This Agreement shall be worldwide and shall remain in effect in perpetuity.

7. This Agreement (and all Exhibits hereto) constitute the entire and only agreement between the parties relating to the subject matter hereof.

WHOLE EARTH LECTRONIC LINK, Inc.

By: _____
Claudia Stroud
Vice President

POINT FOUNDATION, INC.

By: _____
Michael Stone
General Manager